

Study Abroad Program Services Agreement
Between
IAU in Aix-en-Provence, France
and
The University of North Texas

This Study Abroad Program Services Agreement ("Agreement") is entered into this day of January 29, 2019 (the "Effective Date") by and between IAU in Aix-en-Provence, a corporation/limited liability company ("Provider"), and University of North Texas for and on behalf of its Study Abroad Office ("UNT").

RECITALS

- A. UNT's Study Abroad Office ("SAO") desires to engage Provider to provide certain services to SAO in connection with the **UNT: Eagles Abroad Studio Art in Aix-en-Provence and/or UNT: Eagles Abroad Communication in Aix-en-Provence** study abroad programs to be conducted from June 1st, 2019 to July 14th 2019 (the "Program") and described on Exhibit A hereto which is incorporated herein by this reference (the "Services").
- B. The Provider desires to be so engaged and to perform the Services subject to the terms and conditions of this Agreement.

AGREEMENT

- 1. **Scope of Services.** The Provider will use its best efforts to deliver the Services described in this Agreement. To the extent there are any conflicts between the provisions of Exhibit A and this Agreement, the terms of this Agreement will control. Each party will appoint one of its staff members who will act as the primary contact for the Program and who will be authorized to work with the other party on development of, and any changes that may be necessary to, the Program. Either party may replace its primary contact from time to time upon notice to the other party. UNT reserves the right to remove one or more activities in order to balance the budget.
- 2. **Coordination of Services.** The costs incurred by the Provider for Program services are included in the Program Fees (defined herein) charged by the Provider to UNT.
- 3. **Enrollment; Deadlines.** UNT students participating in the Program (the "Participants") will be current degree-seeking students enrolled at UNT who are in good academic standing or will apply to and be accepted by UNT as non-degree-seeking applicants. The SAO will forward any required documentation for each Participant to the Provider no later than March 22, 2019. Late or incomplete documentation will be subject to rejection.
- 4. **Program Fees & Payment.**
 - 4.1. No deposit is required.
 - 4.2. UNT (SAO) will notify Provider on or before March 15th if UNT will participate in this program or cancel with no financial obligation to UNT. UNT may decide to run one or both programs and the notification date may be extended upon mutual agreement.

The Program fee will be \$4,450 per student for a minimum of 15 participants per UNT class (10 student minimum to run the program, 15 student minimum to offer the class as a closed course during the IAU summer session C). UNT will provide accommodations for the faculty in a studio apartment and provide a per diem for faculty meals.

- 4.3. The Provider will invoice UNT in full on April 15th, 2019 in US Dollars. Payment will be due upon receipt of invoice via wire transfer.
- 4.4. UNT agrees to provide health and accident insurance coverage for all UNT students and faculty.

5. Program Services

IAU will arrange the following:

Airport pickup and drop off to housing on published arrival date.
Student ID card which grant access to many museums and cultural sites
Classroom space for UNT Communications class or UNT Studio Art class (or both)
Studio space for UNT Visual Art class
One 3-credit IAU elective (June 22nd to July 14th)
IAU Transcript
Two full day field trip tours with the IAU cohort (one in each 3 week section) which includes IAU Faculty guide, itinerary support and roundtrip transportation
Two local site visits customized for UNT courses which include itinerary support, IAU Faculty Guide, entrance fees and round trip transportation
Student homestay accommodations which include daily breakfast, six evening meals per week, access to WIFI, access to laundry facilities or laundry service once per week.
Welcome picnic and farewell aperitif

The Provider will not include;

Passport and visa fees
UNT course books or materials, including studio art supplies
Student or faculty transatlantic airfare
UNT faculty salary, meals not listed, or misc. expenses
Faculty housing

Additional Expenses

Should faculty wish to invite guests or others who are not paid participants to accompany them on any part of the program they must obtain written agreement with IAU. Upon approval, they are responsible for paying IAU for their share of any additional expenses. IAU assumes no liability for guests of faculty.

6. Term; Cancellation.

- 5.1. This Agreement will begin on the Effective Date. The parties may modify this Agreement at any time by mutual written consent.
- 5.2. After the confirmation date, it is understood that UNT will not cancel the program except where a U.S. Department of State travel warning (level 4) advising U.S. citizens not to travel to Aix-en-Provence, France. If the program is canceled by the SAO (Study Abroad Office), UNT will be responsible for all payments Provider has made or has committed to pay in furtherance of the UNT portion of the program. The Provider will make good faith efforts to mitigate its damages in the event UNT cancels the Program.
- 5.3. The SAO will promptly notify the Provider in writing in the event a Participant withdraws from the Program. If a Participant withdraws from the Program, UNT will be responsible for payment to the Provider of all fees and expenses due as a result of such withdrawal according to the following schedule of cancellation fees:
- March 30th or sooner – 0% of the participant fee.
March 31st to April 30th - Cancellation charge 30% of the participant fee*
May 1st to May 31st - Cancellation charge 75% of program fee*
June 1st or later - Cancellation charge 100% of per program fee*
- 5.4. Either party may terminate this Agreement upon written notice to the other if the other party commits a material breach of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within fifteen (15) days of being notified in writing of the breach. Without prejudice to any other remedy for breach of this Agreement, upon termination of this Agreement, no party will be released from any obligations which have accrued prior to the effective date of such termination.
- 5.5 The performance of the program contract by either party is subject to the acts of God, war, terrorism, government regulations, disaster, fires, strikes, civil disorder, curtailment of transportation facilities, or similar cause beyond the control of the parties making it commercially impractical, illegal, or impossible to perform its obligations. This program contract may be canceled without penalty for any or more such reasons by written notice from one party to the other with the understanding that each party will take steps to mitigate losses for the other.

6. Liability Insurance

IAU holds liability coverage in the amount of €10,000,000. IAU will provide UNT a certificate of insurance naming UNT as an additional insured.

- 7. Promotion; Use of Names or Logos.** UNT is solely responsible for promoting the Program to its students. The Provider will not be responsible for any promotion of the Program or recruitment of Participants. Neither party will use the name of the other in connection

with any publicity, promotion or otherwise, without the prior written consent of the other party.

8. **Independent Contractor.** Each party is an independent contractor and is independent of the other party. Under no circumstances will any employees of one party be deemed the employees of the other party for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the parties of any kind or nature. This Agreement does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party will have any right, power, or authority under this Agreement to act as a legal representative of the other party, and neither party will have any power to obligate or bind the other or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever contrary to the provisions of this Agreement.
9. **Indemnification.** The Provider will indemnify, defend, save and hold harmless the State of Texas, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims. It is agreed that Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Provider agrees to waive all rights of subrogation against the State of Texas, its officers, officials, agents and employees for losses arising from the work performed by the Provider for the State of Texas.
10. **Notices.** All notices, requests, demands and other communications hereunder will be deemed to have been duly given if the same will be in writing and will be delivered (a) personally, (b) by registered or certified mail, postage prepaid, (c) by facsimile transmission, with a copy by regular mail or (d) by overnight delivery service and addressed as follows:

If to the SAO:

Attention: [REDACTED]
UNT-I /Study Abroad Office
University of North Texas
1155 Union Circle #310210
Denton, TX 76203-5017
Fax: +1(940)369-7725

If to the Provider:

Attention: [REDACTED]
The Institute for American Universities
U.S. Office of Admissions
409 Camino Del Rio South, Suite 303
San Diego, CA 92108
Tel: +1(630)699-0770
Fax: +1(847)864-6897

Exhibit A
STUDY ABROAD PROGRAM SERVICES AGREEMENT

Provider Services and Prices for UNT: Eagles Abroad Studio Art in Aix-en-Provence and/or Eagles Abroad Communication in Aix-en-Provence , June 1st, 2019 to July 14th, 2019

15-20 Students per class, 2 Faculty (maximum of 42 total participants)

See proposals dated 10/07/18 for detailed description of purchases; Student proposal (max 20 students @ \$89,000). See attached.

SERVICES	TOTAL COSTS (in USD)
Faculty Expenses	\$ 0.00 USD
Subtotal of fixed costs	\$ 0,00 USD
Per student costs (ex. Lodging, some meals, transportation, activities, etc.)	\$4,450 USD
	\$
	\$
Administration fee	\$ included
	\$
Subtotal of per participant costs	\$4,450 USD
Per Participant total cost (max. 20 students)	\$ 89,000 USD
Total cost (for max. of 17 students)	\$89,000 USD

Exhibit B

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

**FOR AND ON BEHALF OF
THE UNIVERSITY OF NORTH TEXAS**

By:

Name:

Title:

Date:

THE IN

By:

Name:

Title:

Date:

March 18, 2019

Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

THE INSTITUTE FOR AMERICAN STUDIES

UNIVERSITY OF NORTH TEXAS

Date: March 18, 2019

Date: _____